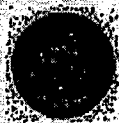



Exhibit C to Registration Statement



ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684-5700
Website: www.nvsos.gov

**Amendment to
Articles of Organization**
(PURSUANT TO NRS 86.221)

Filed in the office of  Ross Miller Secretary of State State of Nevada	Document Number 20100160873-68 Filing Date and Time 03/15/2010 2:15 PM Entity Number LLC649-2003
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USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Articles of Organization
For a Nevada Limited-Liability Company
(Pursuant to NRS 86.221)

1. Name of limited-liability company:

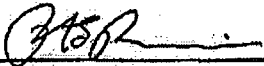
Connecting Point Communications LLC

2. The company is managed by: ☒ Managers OR ☐ Members
(check only one box)

3. The articles have been amended as follows: (provide article numbers, if available)*

The name of the limited-liability company is Grayling Connecting Point LLC.

4. Signature (must be signed by at least one manager or by a managing member):

X 

Signature

Peter L. Robinson - Manager

* 1) If amending company name, it must contain the words "Limited-Liability Company," "Limited Company," or "Limited," or the abbreviations "Ltd.," "L.L.C.," or "L.C.," "LLC" or "LC." The word "Company" may be abbreviated as "Co."

2) If adding managers, provide names and addresses.

FILING FEE: \$175.00

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 86.221, LLC Amendment
Revised: 3-13-08

STATE OF NEVADA

ROSS MILLER
Secretary of State



SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

Certified Copy

March 16, 2010

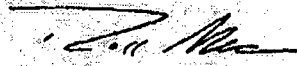
Job Number: C20100316-0287
Reference Number: 00002632985-15
Expedite:
Through Date:

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
20100160873-68	Amendment	1 Pages/1 Copies



Respectfully,


ROSS MILLER
Secretary of State

Certified By: Robert Sandberg
Certificate Number: C20100316-0287
You may verify this certificate
online at <http://www.nvsos.gov/>

Commercial Recording Division
202 N. Carson Street
Carson City, Nevada 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138

AMENDED AND RESTATED OPERATING AGREEMENT

OF

CONNECTING POINT COMMUNICATIONS, LLC

AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") dated as of April 27, 2009, is made and entered into by **CITIGATE CUNNINGHAM LLC**, a Delaware limited liability company (the "Sole Member") for and as sole member of **CONNECTING POINT COMMUNICATIONS, LLC**, a Nevada limited liability company (the "Company").

WHEREAS, on February 18, 2003 Mountaintop Enterprises, LLC and Dynamic Endeavors, LLC (the "Unit Holders") of the Company and the Company entered into a Limited Liability Company Agreement (the "Original Agreement");

WHEREAS, on April 27, 2009 the Sole Member acquired the Company by purchasing 100% of the issued and outstanding membership interests of the Company from the Unit Holders of the Company on the terms and conditions set forth in the Units Purchase Agreement of even date herewith;

WHEREAS, on April 27, 2009 the selling Unit Holders of the Company terminated the Original Agreement;

WHEREAS, the Sole Member desires to amend and restate the Original Agreement by entering into this Agreement, and to replace all prior agreements relating to the organization and operations of the Company;

NOW, THEREFORE, the Sole Member hereby agrees as follows:

1. **Name.** The name of the limited liability company is Connecting Point Communications, LLC. The Company was formed as a limited liability company under the laws of the State of Nevada on January 17, 2003 by the filing with the Secretary of State of Nevada of the Articles of Organization.

2. **Term.** The term of the Company shall be perpetual unless dissolved in accordance with the Act.

3. **Purpose.** The Company is formed for the purpose of engaging in any lawful act or activity for which a limited liability company may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

4. **Member.** The name, and the mailing address of the Member are as follows:

CITIGATE CUNNINGHAM LLC
c/o Huntsworth Group Inc.

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22 Cortlandt Street
14th Floor
New York, New York 10007

5. **Offices.** The principal place of business of the Company shall be located in San Francisco, California or in such other location as the Member may from time to time determine. The Company may have, in addition to such office, such other offices and places of business at such locations, both within and without the State of Nevada, as the Member may from time to time determine or the business and affairs of the Company may require.

6. **Filings and Foreign Qualification.** The Member shall promptly execute and deliver all such certificates and other instruments conforming hereto as shall be necessary for the Member to accomplish all filing, recording, publishing and other acts appropriate to comply with all requirements for the formation and operation of a limited liability company under the laws of the State of Nevada and for the qualification and operation of a limited liability company in all other jurisdictions where the Company shall propose to conduct business.

7. **Management.** The business and affairs of the Company shall be managed by a Board of Managers consisting initially of three Managers. The Managers shall be those persons from time to time selected by the Member as Managers. The Managers shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by Managers under the Act. The initial Managers of the Company shall be as follows: Sally Withey, Rebecca Horne and Peter L. Robinson.

8. **Officers.** The Members may designate one or more individuals (who may or may not be a Manager) to serve as officers of the Company. The Company shall have such officers as the Members may from time to time determine, which officers may (but need not) include a Chairperson, President, Chief Executive Officer, Chief Financial Officer, one or more Vice Presidents and Managing Directors (and in case of each such Vice President and Managing Director, with such descriptive title, if any, as the Members shall deem appropriate), Secretary and a Treasurer. Any two or more offices may be held by the same individual. An officer of the Company shall have the duties and responsibilities consistent with his position and shall perform such duties and responsibilities as shall from time to time be prescribed or delegated to him by the Members. The following individuals shall be designated officers of the Company:

<u>Name</u>	<u>Title</u>
Sally Withey	President
Rebecca Horne	Chief Financial Officer, Executive Vice President
Peter L. Robinson	Secretary and Treasurer

9. **Units.** Equity ownership of the Company shall consist of common units (the "Units"), of which there are authorized 1,000 Units. The Member shall initially hold the number of Units set forth opposite its name on Schedule A attached hereto.

10. Admission of the Member. The Member is deemed admitted as the Member of the Company upon his execution and delivery of this Agreement.

11. Capital Contributions. The Member is not required to make any additional capital contributions to the Company.

12. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member in proportion to the number of Units owned by the Member.

13. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Managers. Such distributions shall be allocated to the Member in the same proportion as the number of Units owned by the Member.

14. Withdrawal of a Member. A Member may withdraw from the Company in accordance with the Act.

15. Admission of Additional Members. One or more additional members may be admitted to the Company with the consent of the Member.

16. Assignments. A Member may assign in whole or part his membership interest in the Company.

17. Liability of Members. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member, Manager or officer shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member, Manager or officer of the Company.

18. Exculpation. A Member, Manager or officer exercising management powers or responsibilities for or on behalf of the Company shall not have personal liability to the Company or its members for damages for any breach of duty in such capacity, provided that nothing in this Section 18 shall eliminate or limit (a) the liability of any such Member, Manager or officer if a judgment or other final adjudication adverse to him or her establishes that his or her acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled or that with respect to a distribution to Members the subject of the Act his or her acts were not performed in accordance with the Act or (b) the liability of any such Member, Manager or officer for any act or omissions prior to the date of first inclusion of this Section 18 in this Agreement.

19. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Nevada.

20. Amendment. This Agreement may not be modified, altered, supplemented or amended except in a writing signed by the Member.

21. **Separability of Provisions.** Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

22. **Tax Elections.** The parties intend that the Company be treated as a disregarded entity for all income tax purposes.

23. **Indemnification.** To the fullest extent permitted by law, the Company shall indemnify and hold harmless, and may advance expenses to, any Member, Manager, officer or other person, or any testator or intestate of such Member, Manager, officer or other person (collectively, the "Indemnitees"), from and against any and all claims and demands whatsoever; provided, however, that no indemnification may be made to or on behalf of any Indemnatee if a judgment or other final adjudication adverse to such Indemnatee establishes (a) that his or her acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated or (b) that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled. The provisions of this section shall continue to afford protection to each Indemnatee regardless of whether such Indemnatee remains a Member, Manager, officer, employee or agent of the Company.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the 27 day of April, 2009.

CITIGATE CUNNINGHAM LLC

By: *Peter L. Robinson*
Name: *Peter L. Robinson*
Title: *Secretary*

SCHEDULE A

NAME OF MEMBER	DATE OF ISSUANCE	REASON FOR ISSUANCE	NO. UNITS	TRANSFER INFORMATION	DATE OF TRANSFER
Citigate Cunningham LLC	04/27/09	Initial issuance of Units	100		

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